

83-87

RESOLUTION BY THE Navajo County Board of Supervisors  
AUTHORIZING THE Navajo County Sheriff's Office  
TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT  
FOR THE ESTABLISHMENT OF THE 911 SYSTEM IN THIS JURISDICTION

WHEREAS the Navajo County Sheriff's Office is the law enforcement agency responsible for the area within our jurisdiction;

WHEREAS the Navajo County Sheriff's Office has proposed the establishment of the 911 system for the promotion of emergency assistance within this jurisdiction; and

WHEREAS the State shall provide the funds for the purchase, installation and maintenance of the equipment for the 911 system and Navajo County Sheriff's Office shall provide answering personnel at their expense within our jurisdiction.

IT IS HEREBY RESOLVED that the Navajo County Sheriff's Office may enter into the Intergovernmental Agreement, a copy of which is attached to this resolution, for the purpose of establishment and operation of a 911 system in this jurisdiction and that the Pete Shumway, Chairman has the authority to sign said Intergovernmental Agreement on behalf of the Navajo County Sheriff's Office.

Dated this 21st day of September, 1987.

ATTEST:

Sharon J. Green

Pete Shumway

INTERGOVERNMENTAL AGREEMENT  
FOR IMPLEMENTATION AND OPERATION OF THE 911 SYSTEM

The Navajo County Sheriff's Office, hereinafter NCSO; The Apache County Sheriff's Office, hereinafter ACSO; the Holbrook Police Department, hereinafter HPD; the Pinetop-Lakeside Police Department, hereinafter PLPD; the Show Low Police Department, hereinafter SLPD; the Eagar Police Department, hereinafter EPD and the Whiteriver Police Department, hereinafter WPD, agree to create a 911 system for their geographical areas based upon the following terms and conditions:

1. This IGA is authorized pursuant to A.R.S. 41-702.01.B.1
2. The term of this agreement shall begin on the date the agreement is fully executed and filed with the Secretary of State and terminate on June 30, 1988 and shall be automatically renewed for periods of one year commencing July 1, 1988 unless an agency herein gives 30 days written notice prior to the end of any term that said agency wished to withdraw therefrom. In that event the equipment will be retained by the Northeastern Arizona 911 Users Association. In the event this agreement is terminated by all parties hereto, the equipment shall be retained by \_\_\_\_\_.
3. Each party hereto agrees to hold harmless from the effect of it's own acts all the other parties hereto. Each party hereto also agrees to have in effect liability coverage in the amount of \$1,000,000.00.
4. The purpose of this agreement is to form an association of the above named parties to be designated as the Northeastern Arizona 911 Users Association. The association shall consist of one representative from each of the above agencies and shall elect it's own officers on an annual basis by majority vote. The individual expenses of each of the members of the association shall be borne by that member's agency.
5. The state shall provide the funds for the purchase, installation and maintenance of the equipment as provided by A.R.S. 41-702.01 and A.A.C. R 2-1-401 and more specifically A.A.C. R 2-1-409 Local agencies will be required to provide answering personnel at the respective agency's expense.
6. The duties of each of the above named agencies shall consist of the following;
  - a. Provide necessary manning for the public safety answering point (hereinafter PSAP) located as set out in Exhibit A.
  - b. Upon receipt of a call the PSAP will forward the call to the agency having jurisdiction for the area of origin of the call.
  - c. Each agency will cooperate with installation and service of all equipment.
  - d. Each agency will provide facilities for the equipment that are acceptable to the contractor who is installing the equipment.
  - e. Each agency will report malfunctions immediately to the contractor.

f. Each agency will be responsible for public dissemination of information regarding the purpose and the use of the 911 system.

g. Each agency will comply with all regulations necessary to obtain the grant funding for the 911 system.

h. Each agency will make sufficient numbers of personnel available for operation of the system and training in the system.

i. The SLPD shall be the agency to act as the local fiscal agent for funding and for execution of agreements with the State of Arizona and to provide the State with all documentation required by the State.

j. Each agency must obtain an executed resolution from the governing body over each agency authorizing that agency to enter into this Intergovernmental Agreement. Each agency shall also obtain approval of this agreement as being within its authority by the agency's attorney and shall attach a determination of such to the original of this agreement.

This agreement shall become effective upon recording with the Secretary of State.

Dated this 21<sup>st</sup> day of Sept., 1987

Dated this \_\_\_ day of \_\_\_\_\_, 1987

  
NCSO

\_\_\_\_\_  
ACSO

Dated this \_\_\_ day of \_\_\_\_\_, 1987

Dated this \_\_\_ day of \_\_\_\_\_, 1987

\_\_\_\_\_  
HPD

\_\_\_\_\_  
PLPD

Dated this \_\_\_ day of \_\_\_\_\_, 1987

Dated this \_\_\_ day of \_\_\_\_\_, 1987

\_\_\_\_\_  
SLPD

\_\_\_\_\_  
EPD

Dated this \_\_\_ day of \_\_\_\_\_, 1987

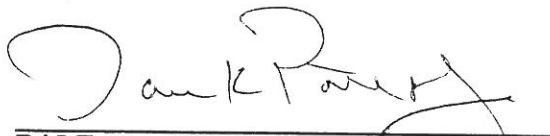
\_\_\_\_\_  
WPD

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

This Intergovernmental Agreement, which is an agreement between the Navajo County Sheriff's Office, the Apache County Sheriff's Office, the Holbrook Police Department, the Pinetop/Lakeside Police Department, the Show Low Police Department, the Eagar Police Department and the Whiteriver Police Department for the Implementation and Operation of the 911 System, has been reviewed pursuant to A.R.S. §11-952 and §11-251 by the undersigned Navajo County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Navajo County Attorney.

DATED this 16 day of September, 1987.

  
\_\_\_\_\_  
DALE K. PATTON, JR.  
NAVAJO COUNTY ATTORNEY